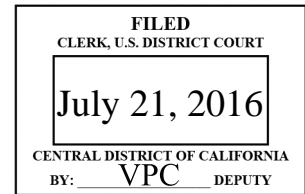


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13 Attorneys for Plaintiff
14 TIMEPLAY, INC.

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17

18 TIMEPLAY, INC., a Canadian
19 corporation,

20 Plaintiff,

21 v.

22 AUDIENCE ENTERTAINMENT LLC,
23 a Delaware Limited Liability Company,

24 Defendant.
25

Case No. 15-CV-05202 SJO (JCx)

**ORDER RE STIPULATED
PERMANENT INJUNCTION AND
DISMISSAL WITH PREJUDICE**

1 The Court, having read and considered the Stipulation Injunction and
 2 Dismissal With Prejudice Between TimePlay, Inc. and Audience Entertainment,
 3 LLC, ORDERS pursuant to the stipulation of the parties that:

4 1) Effective as of this date, July 18, 2016, and continuing until the
 5 expiration of U.S. Patent 8,951,124 (the “124 Patent”), AE and its subsidiaries,
 6 affiliates, officers, directors, agents, servants, employees, successors, licensees and
 7 assigns, and all other persons and organizations in active concert or participation
 8 with it shall be permanently enjoined and restrained from engaging in any of the
 9 following activities:

10 a) making, using, selling, or offering for sale in the United
 11 States, or importing into the United States, devices, services or
 12 software capable of allowing audience members in a theater or arena to
 13 participate in a multi-player game displayed on a large central screen
 14 using smartphones with downloaded game control modules;

15 b) assisting, aiding, or abetting any other person or business
 16 entity in engaging in or performing any of the activities referred to in
 17 subparagraph (a) above.

18 2) AE agrees and stipulates that a violation or breach of this Stipulated
 19 Injunction will result in immediate and irreparable injury to TimePlay, shall entitle
 20 TimePlay to immediately file suit in federal court in the Central District of
 21 California, and shall entitle TimePlay to request the immediate entry of a temporary
 22 restraining order and preliminary injunction in the language set forth in paragraph
 23 1, above, and to seek all other appropriate relief, including but not limited to
 24 attorney fees associated in the above captioned case.

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26 /////

27 /////

1 The Court further ORDERS that all claims and counterclaims in this case are
2 dismissed with prejudice, with each side bearing their own attorney fees and costs.
3 This Court shall retain jurisdiction to enforce the terms of this Stipulated
4 Injunction.

5
6 **IT IS SO ORDERED.**
7 July 21, 2016

S. James Otero

8
9

Hon. S. James Otero
United States District Judge

CERTIFICATE OF SERVICE

I hereby certify that on July 22, 2016, the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Local Rule 5-3.3. As such, this document was served on all counsel who are deemed to have consented to electronic service. Pursuant to Fed. R. Civ. P. 5 and Local Rule 5-3.3, all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email, on July 22, 2016.

/s/ I. Neel Chatterjee
I. NEEL CHATTERJEE